

Attorney Docket No.:
074036.0131

Patent Application
10/733,007

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Mohammed N. Islam, et al.
Appln. Serial No.: 10/733,007
Filing Date: December 9, 2003
Art Unit: 2874
Examiner: Juliana K. Kang
Title: Apparatus and Method for Providing Gain Equalization

Mail Stop Amendment

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE
PATENTING REJECTION (37 C.F.R. §1.321 (c)) AND
CERTIFICATE UNDER 37 C.F.R. §3.73 (b)**

I, Mohammed N. Islam, Founder and CTO of Cheetah Omni, LLC, 647 Spring Valley Drive, Barton Hills Village, Ann Arbor, Michigan 48105 represent that Cheetah Omni is the assignee and the exclusive owner of the entire right, title and interest of, in and to Application Serial No. 10/733,007, filed on December 9, 2003, for "Apparatus and Method for Providing Gain Equalization," as indicated by the Assignment Records of the U.S. Patent and Trademark Office at Reel 014232, Frame 0244, Reel 013637, Frame 0602, Reel 013250, Frame 0995, and Reel 012040, Frame 0169; and certify that to the best of assignee's knowledge and belief, title is in the assignee seeking to take action; and that I am empowered to act on behalf of assignee.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true. Furthermore, I declare that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of

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the United States Code, and that such willful false statements may jeopardize the validity of the Application or any patent issuing thereon.

Cheetah Omni, LLC hereby disclaims the terminal part of any patent granted on the above-identified application, that would extend beyond the expiration date of:

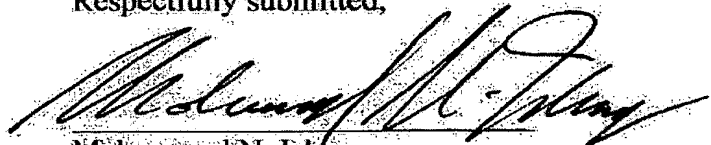
U.S. Patent No. 6,721,475 B1 Issued April 13, 2004;

assigned to and owned by said Cheetah Omni, LLC, as indicated by the Assignment Records of the U.S. Patent and Trademark Office at Reel 014232, Frame 0244, Reel 13637, Frame 0602, Reel 013250, Frame 0995, Reel 12040, Frame 0169, Reel 011681 and Frame 0091 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent granted shall be the same as the legal title to United States Patent No. 6,721,475 B1, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successor or assigns.

Petitioner, however, does not disclaim any terminal part of any application allowed or patent granted on the above-identified application prior to the expiration of the full statutory term of the above-referenced U.S. Patent No. 6,721,475 B1, in the event that one or more of the following occurs: U.S. Patent No. 6,721,475 B1 when patent granted expires for failure to pay a maintenance fee; is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Applicants enclose a check for \$55.00 for filing this Terminal Disclaimer. Although Applicants believe no other fees are due, the Commissioner is hereby authorized to charge any additional fee or credit any overpayment to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,



Mohammed N. Islam
Founder and CTO

9/7/04
Date